

**REMARKS**

This Application has been carefully reviewed in light of the Office Action mailed June 17, 2004. Applicants appreciate the Examiner's consideration of the Application. Claims 1, 9, 17, 25, and 33 have been amended to clarify, more particularly point out, and more distinctly claim inventive concepts previously present in these claims. Applicants make no admission that the amendments are required for patentability. Applicants respectfully submit that no new matter has been added by the amendments to the claims. Support for the amendments may be found at page 9, lines 2-6, and at page 12, lines 25-27. In order to advance prosecution of this Application, Applicants have responded to each notation by the Examiner. Applicants respectfully request reconsideration and favorable action in this case.

**Section 103(a) Rejection**

The Examiner rejects Claims 1, 3, 4, 7-9, 11, 12, 15-17, 19, 20, 23-25, 27, 28, and 31-33 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,286,129 to Agarwal et al. ("*Agarwal*") in light of U.S. Patent No. 5,455,903 to Jolissaint et al. ("*Jolissaint*"); and rejects Claims 5, 6, 13, 14, 29, and 30 under 35 U.S.C. § 103(a) as being unpatentable over *Agarwal* in light of *Jolissaint* and further in light of "Developing a WFT Workflow System by Template Software, Inc. ("*WFT*"). Applicants respectfully traverse this rejection for the reasons discussed below.

Applicants respectfully submit that the combination of *Agarwal* and *Jolissaint* as suggested by the Examiner fails to disclose, teach, or suggest elements specifically recited in Applicants' claims, as amended. For example, the *Agarwal-Jolissaint* combination suggested by the Examiner fails to disclose, teach, or suggest the following recited in independent Claim 1, as amended:

- (1) a plurality of programming entities comprising:
  - a run-time container operable to execute a workflow, the workflow representing an application and comprising a plurality of workflow steps, each workflow step comprising a particular operation of the application, an interactive voice response unit comprising the run-time container, the workflow being operable to direct the operation of the interactive voice response unit; and
  - a design-time container operable to edit the workflow; and
- (2) the design-time container further operable to retrieve input data according to the first contract;

the run-time container further operable to play the message in response to the triggering event according to the first contract.

The Examiner relies on the following passages of *Agarwal* to teach a run-time container operable to execute a workflow:

Furthermore, the present invention can be used in environments having one or more remote computer systems capable of executing applications on a server (e.g., a file server, an information server, or a database server).

(*Agarwal*, column 4, lines 61-65.) “AWE 200 creates a workflow application, consisting of a series of procedural workflow steps, in a control flow.” (*Agarwal*, column 6, lines 22-24.) According to the Examiner, the following passage of *Agarwal* teaches a design-time container operable to edit a workflow. “AWE 200 is capable of generating, editing, and displaying various types of workflows that define the operation of a transaction processing system.” (*Agarwal*, column 5, lines 3-5.)

According to the Examiner:

The programming entity is interpreted to be the object written to perform the activities required for the step. The service provided to the workflow step by the programming entity is the functionality of the object, the activities it carries out.

(Office Action, page 2, paragraph 4.)

Applicants respectfully submit that *Agarwal* fails to disclose, teach, or suggest the programming entities of Claim 1. An object of *Agarwal* is written to perform the activities required for a step of a workflow, so the object cannot be a programming entity such as a run-time container operable to execute a workflow or a design-time container operable to design a workflow. Moreover, the passages of *Agarwal* referenced by the Examiner fail to disclose, teach, or suggest “the design-time container further operable to retrieve input data according to the first contract,” and “the run-time container further operable to play the message in response to the triggering event according to the first contract,” as recited in Claim 1, as amended. Accordingly, *Agarwal* fails to disclose, teach, or suggest the programming entities of Claim 1, whether *Agarwal* is considered alone or in combination with *Jolissaint*. Thus, the *Agarwal*-*Jolissaint* combination suggested by the Examiner fails to disclose the elements specifically recited in Applicants’ independent Claim 1.

As another example, the *Agarwal-Jolissaint* combination suggested by the Examiner fails to disclose, teach, or suggest the following recited in independent Claim 1:

a contract specifying an interaction between a workflow step and a programming entity, the interaction comprising a service that the programming entity provides for the workflow step when the workflow step is executed, the workflow step and the contract operable to be used for a next workflow.

The Examiner relies on *Agarwal* to teach the contract of Claim 1. According to the Examiner:

The contract is interpreted to be the relationship between the workflow step and the object, so that when a step is executed, the interaction ensures that the object is executed for the task.

(Office Action, page 2, paragraph 4- page 3, paragraph 1.)

As discussed above, an object of *Agarwal* is written to perform the activities required for a step of a workflow, so such object cannot be a programming entity. Thus, the relationship between a workflow step and an object does not disclose, teach, or suggest “a contract specifying an interaction between a workflow step and a programming entity.” Moreover, *Agarwal* fails to disclose, teach, or suggest that a workflow step or the relationship between a workflow step and an object can be used in any other workflow. Thus, *Agarwal* fails to disclose, teach, or suggest “the workflow step and the contract operable to be used for a next workflow,” as recited in independent Claim 1. Accordingly, *Agarwal* fails to disclose, teach, or suggest the contract of Claim 1, whether *Agarwal* is considered alone or in combination with *Jolissaint*. Thus, the *Agarwal-Jolissaint* combination suggested by the Examiner fails to disclose the elements specifically recited in Applicants’ independent Claim 1.

As yet another example, the *Agarwal-Jolissaint* combination suggested by the Examiner fails to disclose, teach, or suggest the following recited in independent Claim 1, as amended:

a first contract specifying that the design-time container is to retrieve input data for a first workflow step when the first workflow step is executed;  
and

a second contract specifying that the run-time container is to play a message in response to a triggering event for a second workflow step when the second workflow step is executed.

As discussed above, the relationship in *Agarwal* between a workflow step and an object does not disclose, teach, or suggest a contract specifying an interaction between a workflow step and a programming entity. Thus, the relationship in *Agarwal* does not disclose, teach, or suggest the first contract and the second contract as recited in independent Claim 1, whether *Agarwal* is considered alone or in combination with *Jolissaint*. Thus, the *Agarwal-Jolissaint* combination suggested by the Examiner fails to disclose the elements specifically recited in Applicants' independent Claim 1.

Applicants' dependent claims are allowable based on their dependence on the independent claim and further because they recite numerous additional patentable distinctions over the references of the rejection. Because Applicants believe they have amply demonstrated the allowability of the independent claim over the references of the rejection, and to avoid burdening the record, Applicants have not provided detailed remarks concerning these dependent claims. Applicants, however, remain ready to provide such remarks if it becomes appropriate to do so.

Independent Claims 9, 17, 25, and 33 recite certain limitations substantially similar to those recited in independent Claim 1. Accordingly, for at least the same reasons, Applicants also respectfully request reconsideration and allowance of independent Claims 9, 17, and 25, together with their dependent claims, and independent Claim 33.

**CONCLUSION**

Applicants have made an earnest attempt to place this case in condition for allowance. For at least the foregoing reasons, Applicants respectfully request full allowance of all the pending claims.

If the Examiner believes a telephone conference would advance prosecution of this case in any way, the Examiner is invited to contact Keiko Ichiye, the Attorney for Applicants, at the Examiner's convenience at (214) 953-6494.

Although Applicants believe no fees are due, the Commissioner is hereby authorized to charge any fees or credit any overpayments to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

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Date: September 15, 2004

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